THE HON'BLE SRI JUSTICE V. ESWARAIAH

W.P.No. 5642 of 2006

Dated: 20-07-2007

Between:-

M. Srinatha Rao

..Petitioner

And

The Government of Andhra Pradesh, rep., by its Principal Secretary, Industries and Commerce Department,
Secretariat, Hyderabad and three others.

..Respondents.

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:O R D E R:

It is the case of the petitioner that he was originally allotted plot No. 22-B in Block No. 40 of IDA, Guntur ad-measuring 330.53 square metres at the rate of Rs. 117-00 per square metre for establishing General Engineering Workshop vide letter dated 08-02-1989. On the said allotment, petitioner has paid 50% of the land cost on 29-03-1989. Pursuant to the notices issued by the respondents to enter into agreement and

take possession of the land duly executing promissory note for the balance 50% of the land cost with interest, the petitioner made a representation dated 25-09-1989 informing that he belongs to Schedule Caste category and therefore he is entitled to 10% concession on the cost of the plot and he produced the caste certificate also. As the Scheduled Caste category persons are entitled to 10% rebate on the cost of the plot, the request of the petitioner was considered and the earlier allotment made in respect of plot No. 22B in Block No.40 of IDA, Guntur was cancelled by letter dated 25-05-1991 and the same acknowledged by the petitioner on 31-05-1991.

On representation of the petitioner, the plot No. 25 Block No. 39 in IDA, Guntur measuring an extent of 408.77 square metres was allotted vide allotment letter dated 21-03-1995 at a total value of Rs.58,030-80 by charging 10% towards frontage charges and allowing 10% rebate being Scheduled Caste candidate duly adjusting the previous payment made to the new plot. It is stated that Rs.130-00 per square metre was considered for the extent of 330.50 square metres and Rs.200-00 per square metre for the balance area. On the representation of the petitioner, the land cost was reduced and allotted the plot at a cost of Rs.117-00 per square metre for

330.53 square metre and Rs.200-00 per square metre for 78-24 square metre and issued orders vide letter dated 10-10-1995. It is further stated that the sale agreement was concluded on 29-02-1996 and possession was handed over on the same day in respect of Plot No. 25, Blcok No. 39.

It is further stated that as the petitioner could not pay the balance amount, a show cause notice dated 19-03-1999 was issued to the petitioner for payment of the balance land cost. The contention of the petitioner is that he has neither received the show cause notice dated 19-03-1999 nor the final notice dated 16-03-2000 and the final notice was returned undelivered and therefore the allotment in favour of the petitioner was cancelled by the proceedings dated 31-12-2001.

Learned counsel appearing for the petitioner now submits that admittedly the notices were not at all received and therefore, the petitioner made a representation and that, on 19-09-2002 the writ petitioner was requested to pay balance land cost dues failing which the plot will be resumed. However, a notice was issued on 21-07-2003 informing the petitioner that possession of the plot will be resumed on 06-08-2003. The contention of the respondents is that registered letters were returned by the postal authorities with remarks “left” and

therefore the possession of the plot was resumed on 06-08-2007. It is stated that the fact of resumption was communicated to the petitioner and the same was returned with remarks 'left' and that the amount of Rs. 22,014-00 deposited by the petitioner was refunded and sent to the petitioner on 25-11-2003/11-10-2004 and the same were also returned by the postal authorities with remarks 'left'. It is further stated that a revised cheque was prepared towards refund and sent to the petitioner on 12-01-2006 for Rs.22,014-00 and the same was acknowledged by the petitioner on 19-01-2006.

It is the case of the petitioner that when the letter enclosing the cheque was able to be received by the petitioner, there was no justification on the part of the respondents in saying that earlier letters cancelling the allotment, resumption of plot could not be served on the petitioner. However, I am of the opinion that there is no justification on the part of the respondents in taking action for cancellation of the allotment and resumption of the plot without serving any notice on the petitioner. However, the refund amount was not at all acknowledged earlier by the petitioner and the petitioner questions the action of the respondents only when he received the letter dated 12-01-2006 for Rs.22,014-00 wherein it has

been stated that the cancellation and resumption of plot was made. The contention of the petitioner is that when he received letter dated 12-01-2006 and acknowledged the same on 19-01-2006, then only he came to know about the resumption of plot in the year 2006 and therefore he filed the writ petition in 2006.

Learned counsel for the petitioner submits that the petitioner is ready and willing to pay the balance amount to be paid as per the terms of sale agreements and as per the alleged letter and notice dated 19-09-2002 and
21-07-2003 of the respondents.

Having regard to the facts and circumstances of the case, the writ petition is allowed setting aside the consequential proceedings dated
12-01-2006 in letter No. 25/B.No. 39/IDA/AN/GNP/2004-61 in respect of Plot No. 25/B1, Block No. 39 admeasuring 408.77 square metres of land situated at IDA Guntur cancelling the allotment as well as resumption of plot No. 25/B1, subject to the condition that the petitioner deposits the entire balance amount, inclusive of interest, if any, as per the agreement dated 29-02-1996 in respect of Plot No. 25/B1, Block No. 39 ad-measuring 408-77 square metres of land situated at IDA Guntur, within a period of four weeks from today failing which, the cancellation

and resumption orders passed hold good.

The writ petition is allowed as above. No costs.

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V. ESWARAIAH, J

Dated: 20-07-2007.
Pvks/*

Nb:- Furnish c.c. in three days.
B/0 pvks/*